



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Doug Sutherland - Commissioner of Public Lands

**PUBLIC AUCTION**  
**REAL PROPERTY FOR SALE**

**REAL PROPERTY SALE PAMPHLET NO. 46**

The following State-owned real property is to be sold at public auction on the date, time, and place specified in the attached Real Property Sale Notice:

<u>County</u>	<u>App. No.</u>	<u>Minimum Bid</u>	<u>Transaction</u>	<u>Acres</u>	<u>Property Name</u>	<u>Auction Date</u>
			<u>Costs</u>			
Spokane	02-079700	\$45,000 + Improvements	\$5,000	5±	Sherman Road	August 7, 2007

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
DOUG SUTHERLAND, COMMISSIONER OF PUBLIC LANDS**

**REAL PROPERTY SALE NOTICE**

Notice is hereby given that at the time and place listed below the following described property, owned by the State of Washington, and managed by the Department of Natural Resources (“State”) will be offered for sale at public auction to the highest bidder. The property is located in the Department’s Northeast Region, in Spokane County.

**Property Description for Sherman Road (Portion of Tax Parcel #22360.9001)**

5± acres of Common School Trust property approximately 22 miles south of Spokane on Sherman Road. The property is within described as a portion of Section 36, Township 22 North, Range 42 East, W. M.

The current lease for the property will be surrendered prior to close of the sale. However, per RCW 79.11.160, the purchaser of the property must pay the value of the improvements owned by the lessee. Improvements consist of a single-family residence, shop (34 x 60) and 14 x 24 storage shed valued at \$160,000.

Mineral rights for the parcel will be retained by the State. State property is not subject to real property taxation. After the sale, this property may be subject to a proration of the current year’s taxes.

**Disclosure:** As required by RCW 64.06.022 this notice is to inform prospective residents that the real property they are about to acquire lies within one mile of the property boundary of a farm. The farm may generate usual and ordinary noise, dust, odors, and other associated conditions, and these practices are protected by the Washington right to farm act.

**Sale Location and Time:** Sale will be by oral bid at public auction to be held on:

<b>Date:</b>	<b>August 7, 2007</b>
<b>Time:</b>	<b>2:00 p.m.</b>
<b>Location:</b>	<b>Spokane County Extension Education Center 222 N. Havana Spokane, WA</b>

**Directions:** From Interstate 90, take exit 283B, turn north at the stop light and go to Sprague Avenue. At Sprague, turn right to Havana Street (next stop light). Take a left onto Havana to 222 N. Havana, the Spokane County Extension Education Center.

**Specific terms and conditions of sale:**

The appraised value and minimum acceptable bid (land):	\$ 45,000
Administrative costs:	\$ 5,000
Initial bid deposit (due prior to the auction):	\$ 5,000
Improvement value (due prior to the auction):	\$ 160,000

Sale terms are cash only. All monies are payable to the Department of Natural Resources and may be made in cash or by certified check, cashier’s check, postal money order or by a bid bond guarantee. If a bid bond is used, Purchaser shall pay the cash equivalent to State within ten (10) business days of the auction date in cash or by certified check, cashier’s check, postal money order, or other method acceptable to the Department. The initial bid deposit of \$5,000 and the value of the lessee-owned improvements (\$160,000) payable to DNR shall be submitted at the place of auction **prior to the start of auction** (before 2:00 p.m.) on August 7, 2007. Deposits will be returned to the unsuccessful bidders at the conclusion of the auction.

At the close of bidding, the successful bidder (Purchaser) is required to execute a Memorandum

of Auction of Real Estate. A copy is available on the website or upon request from the Olympia office.

The balance of the purchase price and all other associated costs shall be due to the Department of Natural Resources at its Olympia main office as prescribed in the Memorandum of Auction.

Closing shall be as soon as practical for State to issue a quitclaim deed from the Governor's office upon confirmation that the entire purchase price has been paid to the State Treasurer's office. If Purchaser fails to complete the purchase as required, State shall retain the bid deposit and any accrued interest, not to exceed five percent (5%) of the purchase price, as liquidated damages for Purchaser's non-performance.

Information about the parcel offered for sale has been obtained from sources considered reliable, but State makes no warranties with respect to its accuracy. The terms of the sale are also posted in the Olympia, Northeast Region (Colville) and Southeast Region (Ellensburg) offices of the Department of Natural Resources, and in the Spokane County Auditor's office in the state of Washington.

For further information, including a copy of the Memorandum of Auction of Real Estate, please check our website at [www.dnr.wa.gov](http://www.dnr.wa.gov) or contact: Debi VanBuren, Project Manager at (360) 902-1600. Please reference Sherman Road.

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**GENERAL BIDDING PROCEDURES FOR PUBLIC AUCTION OF STATE LAND**

- ❖ Each person wishing to bid must deposit with the auctioneer, prior to the time set for the auction, a bid deposit in the amount specified in the Real Property Sale Notice. Bidders wishing to submit bids as agents for purchasers must also furnish, at this time, a power of attorney or other appropriate proof of authority to act on behalf of Purchaser.
- ❖ The bid deposit must be in the form of cash or certified check, cashier's check, U.S. postal money order or bid bond guarantee acceptable and payable to the Department of Natural Resources.
- ❖ The bid deposit constitutes an opening bid at the appraised value, which is the minimum acceptable bid. No state-owned real property can be sold for less than its appraised value.
- ❖ The Washington State Department of Natural Resources ("State") does not engage real estate agents in connection with public auction sales.
- ❖ Bidding is limited to those who have made the required bid deposit, and for those acting as agents, who have also submitted appropriate proof of authority to so act.
- ❖ All bidding shall be done orally.
- ❖ The successful bidder's deposit will be retained on the day of the auction and will be applied to the purchase price upon sale confirmation.
- ❖ If the volume of sales prevents a sale from being offered on the advertised date, the sale shall continue on the next following business day, between the hours of 10:00 a.m. and 4:00 p.m.
- ❖ Property is not sold "subject to purchaser obtaining financing." Purchasers must obtain their own financing.
- ❖ Sale will be awarded to the highest bidder, subject to confirmation by State under RCW 79.11.175.
- ❖ Unsuccessful bidders will have their bid deposits returned at the conclusion of the auction sale.
- ❖ The successful bidder will be required to execute a Memorandum of Auction of Real Estate at the time of award of the sale.
- ❖ State reserves the right to cancel the proposed public auction of any parcel of State-owned property at any time prior to the commencement of the auction.
- ❖ All sales are governed by the terms and conditions contained in this Real Property Sale Pamphlet and the Memorandum of Auction of Real Estate. Purchasers become legally obligated to complete their purchase in accordance with these terms upon being awarded the sale by the auctioneer, subject only to confirmation pursuant to RCW 79.11.175.

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**GENERAL TERMS AND CONDITIONS OF SALE**

**Property, Conveyance and Title Insurance**

In the event of a conflict between the terms set forth herein and the Memorandum of Auction, the Memorandum of Auction shall control.

- ❖ The property to be sold is described in the Real Property Sale Notice 46.
- ❖ All of State's interest as lessor or sublessor in any leases, rental, or occupancy agreements covering any portion of the property, and exclusive easements, rights of way, water rights, and other rights used in connection with the property will be conveyed unless the Real Property Sale Notice lists rights that will be reserved.
- ❖ All property sold is subject to the provisions of RCW 79.36.370 relating to easements for removal of valuable material.
- ❖ Oils, gases, minerals, except sand and gravel, etc., as described in RCW 79.11.210, are reserved from sale.
- ❖ All property is sold subject to all assessments unpaid at time of sale.
- ❖ All property is sold "**AS IS, WHERE IS.**" Bidders are encouraged to examine the property offered for sale to ascertain for themselves the condition of the property, and the existence, if any, of encumbrances, encroachments, etc. State does not make, and specifically disclaims any warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose, about property offered for sale, including, but not limited to any improvements located thereon, and no employee or agent of State is authorized otherwise. The foregoing specifically excludes warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste prohibited by law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration, or escape of such substances at, from, or into any State land offered for sale. Purchaser shall fully release State from any and all liability to Purchaser arising out of or related to the condition of the property prior to closing. Purchaser shall indemnify, defend, and hold harmless State with respect to, but not limited to any claims, damages, liabilities, penalties (civil and criminal), and any other costs, including attorney's fees and costs imposed or related to any hazardous, toxic, dangerous, or harmful substances on the property, deposited or released after closing.
- ❖ State conveys title by quitclaim deed executed by the Governor of the state of Washington. Official delivery of the deed to Purchaser from State will be by recording the deed pursuant to RCW 65.08.095. State shall arrange for the quitclaim deed to be executed by the Governor and recorded upon confirming that the State Treasurer has received the full purchase price and other payments required of Purchaser.
- ❖ State does not furnish title insurance.
- ❖ Closing shall occur at the Department's Olympia office.
- ❖ Purchaser must also execute any other documents necessary to consummate sale as provided herein.
- ❖ Each Bidder agrees to execute a license, in the form attached, prior to entering the Property for inspection purposes.

**Confirmation**

- ❖ State's obligation to consummate sales is subject to confirmation of sale by the Department as described in RCW 79.11.175.

**Purchase Price and Payment**

- ❖ The purchase price consists of the amount of the winning bid, which will be at or above the appraised fair market value, and other charges as per the Real Property Sales Notice applicable to this sale.
- ❖ Full payment of the purchase price shall be made in the form and within the time specified in the Memorandum of Auction of Real Estate.

**Destruction or Condemnation**

- ❖ If on or before the date set for full payment of the purchase price, the property is either materially damaged, or condemnation proceedings are commenced with respect to the property, Purchaser shall have the right, at its sole election, by giving notice to State, either to terminate the purchase or to purchase the property. If Purchaser elects to terminate the purchase, the bid deposit will be returned to Purchaser and all rights and obligations of Purchaser and State shall terminate. If Purchaser elects to purchase the property, insurance proceeds, if any, or condemnation awards payable by reason of the damage or condemnation shall be paid to Purchaser.

**Notices**

- ❖ Any notices given by State to the successful bidder shall be in writing and shall be deemed given upon personal service or deposit in the United States first class mail, postage prepaid, addressed to the bidder at the last address furnished by him or her in writing.

**Prorations**

- ❖ State property is not subject to real property taxation. After the sale, this property may be subject to a proration of the current year's taxes.

**Real Estate Commissions**

- ❖ State does not engage real estate agents in connection with public auction sales. Any real estate agent or broker acting in connection with any sale shall be deemed to be the sole agent of Purchaser, and Purchaser shall pay any real estate commission payable in connection therewith.

**Assignment**

- ❖ No purchaser of State land may assign its purchase rights without the prior written consent and acceptance by State, which consent and acceptance State can withhold in its sole and absolute discretion.

**Possession**

- ❖ Purchaser of State land is entitled to possession upon execution of the deed by the Governor, subject to any existing leases and rights of persons in possession of the property, unless otherwise noted in the Real Property Sale Notice.

**Miscellaneous**

- ❖ Venue for any disputes involving auction sales shall be in Thurston County.
- ❖ The representations, warranties, and obligations of Purchaser that are intended to be operative on and after conveyance in order to be fully effective shall be so operative and shall be deemed not to have merged in the deed.

This Real Property Sale Pamphlet is issued pursuant to RCW 79.11.130. Bidders may request a copy of the Memorandum of Auction of Real Estate, which contains the complete terms applicable to this sale.

For further information contact:

Debi VanBuren, Project Manager  
Department of Natural Resources - AMP Division  
PO Box 47014  
Olympia, WA 98504-7014  
Phone: (360) 902-1600 Fax: (360) 902-1789  
E-mail: [debi.vanburen@dnr.wa.gov](mailto:debi.vanburen@dnr.wa.gov)  
Reference: Sale Pamphlet No. 46



## LIMITED LICENSE TO INSPECT PROPERTY

In consideration for State granting the \_\_\_\_\_ (“Bidder”) the legal authority to enter the property legally described in Exhibit A hereto (Property) for the purpose of inspecting the Property prior to the auction of the same, the undersigned as principle, or as agent for the principle with full lawful authority to execute this license, agrees to defend, protect, save, and hold harmless State, its officers, agents, and employees from any and all claims, liens or costs, damages, fees and expenses (including but not limited to attorney's and paralegal's fees, costs and expenses, including costs and fees incurred on appeal and in bankruptcy, as well as consultant's fees and costs) suffered due to the actions of the Bidder and actions of the Bidder's agents or employees in exercising such rights of entry or inspections under this License. The Bidder will be responsible for the payment of any fines or penalties charged against State or the Bidder, or for any employees or equipment while under the Bidder’s control, employment, or direction. **This license limits the inspection rights to visual inspection only of the real property, excluding the structures;** there will not be any invasive testing methods used without additional written authority from State.

Inspection of improvements must be made in advance by calling Jeanne Williams at (509) 925-0908.

Bidder

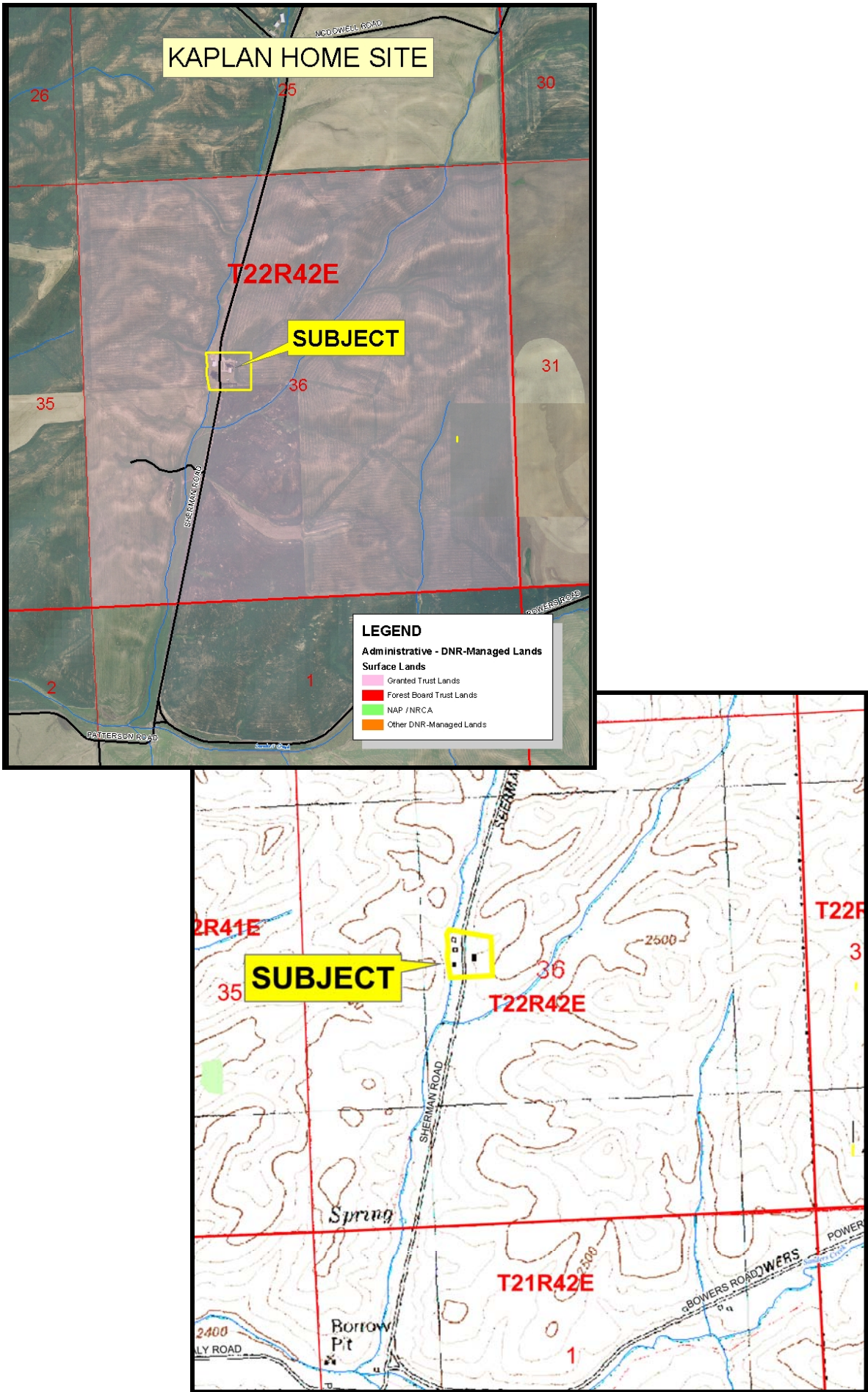
\_\_\_\_\_  
Name

\_\_\_\_\_, 2007  
Date:



STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
DOUG SUTHERLAND, COMMISSIONER OF PUBLIC LANDS

Sherman Road Parcel



Within Section 36, Township 22 North, Range 42 East, W.M.  
Spokane County